

MEMORANDUM OF AGREEMENT
Public Safety Liaison Officer Program

This MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement" or "MOA") is entered into by and between the County of San Luis Obispo, through its Probation Department (hereinafter referred to as the "Probation Department") and the following cities: San Luis Obispo, Arroyo Grande, Grover Beach, Pismo Beach, Atascadero, Morro Bay, and Paso Robles ("municipal law enforcement agencies" or the "Cities").

WHEREAS, the municipal law enforcement agencies in San Luis Obispo County were awarded grant funds from the state Board of State and Community Corrections (BSCC) for FY 2012-13 in the amount of \$120,186, and may also be awarded BSCC grant funds for the next two fiscal years; and

WHEREAS, the City of San Luis Obispo is authorized to serve as the fiscal agent for disbursement of these funds; and

WHEREAS, the municipal law enforcement agencies in the County have a need for the services of a liaison officer from the Probation Department in support of criminal investigations, fugitive apprehension, and community supervision and monitoring of Post Release Community Supervision (PRCS) and other high-risk offenders; and

WHEREAS, the Probation Department is specially trained, experienced, and expert and competent to perform such special services; and

WHEREAS, a close working relationship based on joint cooperation between the Probation Department and municipal law enforcement agencies will create a safer community through the arrest and successful prosecution of criminal PRCS offenders.

NOW, THEREFORE, the parties mutually agree to the following terms and conditions:

A. Scope of Services. The Probation Department shall provide the following services:

1. **Assignment of Liaison Officer.** Select and assign a Deputy Probation Officer III to act as the Public Safety Liaison Officer under the direct supervision of the Probation Department's PRCS Unit Supervisor.

2. **Duties of Liaison Officer.** Ensure that the Public Safety Liaison Officer assists the municipal law enforcement agencies with

- a) identifying, investigating, arresting, and assisting in the prosecution of individuals on PRCS residing within the respective municipalities, and
- b) conducting compliance searches on PRCS offenders with sex, violence, or gang convictions, and
- c) investigating PRCS offenders involved in criminal activity, and
- d) locating and arresting offenders-at-large within the respective municipalities,

and that the Liaison Officer maintains communications and coordinates resources with the investigative divisions of any municipal law enforcement agency requesting the assistance of the Probation Department.

3. At any and all times, the Public Safety Liaison Officer shall be considered an employee only of the Probation Department for the County of San Luis Obispo, and the Probation Department for the County of San Luis Obispo shall be responsible for complying with all federal, state, local laws and/or labor agreements related to or arising out of the employment of the Public Safety Liaison Officer. The Public Safety Liaison Officer shall not be entitled to any of the benefits offered by any of the municipal law enforcement agencies to their employees.

B. Compensation for Services. The Cities, through their fiscal agent, shall transfer to the Probation Department the full amount of the BSCC grant funds within 30 days of receipt of these funds. The Probation Department shall not be entitled to receive any funds in excess of the actual BSCC grant funds for the original term of this MOA or any renewal thereof. Under no circumstances shall the Cities be obligated to reimburse the Probation Department for services rendered or costs incurred under this MOA in excess of the actual grant funds received.

C. Term and Termination of Contract. This MOA shall commence on July 1, 2013, for an initial term of one year, and shall be automatically renewed under the same terms for one (1) year periods thereafter, subject to the rights of modification contained herein. There shall be two automatic renewal terms. Thereafter, the parties may extend the term of this MOA only upon written agreement from all parties.

This MOA may be terminated at any time upon 60 days written notice either by the Probation Department or by action of at least four (4) of the municipal law enforcement agencies which are parties hereto.

D. Special Conditions.

1. Shooting Investigations. In the event of a shooting incident, it is agreed that the agency in whose jurisdiction the shooting occurred will conduct the shooting investigation. Any affected agencies may conduct internal investigations regarding the shooting according to their own policies and guidelines.

2. Records and Reports. Investigative records and reports will be maintained by each participating agency. Monthly reports and summaries of investigations and arrests by the Public Safety Liaison Officer Program will be prepared and furnished to all participating agencies by the Probation Department. All investigative information will be available to each of the participating agencies.

3. Media Relations. In cases of significant public interest, joint press releases may be made. Information regarding routine apprehensions may be furnished to the press by the agency in whose jurisdiction the apprehension took place, unless the involved agencies have designated a different lead agency.

4. Communication. Communication links between agencies will consist of the Chief from each participating agency, management/supervisory personnel assigned by the agency Chief, and further delineated on a street level, by agency patrol/investigative personnel maintaining the established communication link with the Liaison Officer. Communication links will include regular joint agency operational meetings to share information, intelligence and criminal/compliance investigations,

agency briefings, and period reports to all members of the San Luis Obispo County Criminal Justice Administrators' Association.

5. Resources. Each participating agency agrees to make available its resources in support of this Program, including, but not limited to, personnel, communications, and equipment.

E. General Conditions.

1. Liability. Each agency shall assume the responsibility and the liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any agency, or any of its agents, officers, or employees in its or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

2. Entire Agreement. This MOA constitutes the entire understanding of the parties hereto. No changes, amendments, or alterations shall be effective unless in writing and signed by all parties.

3. **Non-waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOA.

4. **Counterparts.** This MOA may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. **Captions.** The headings or captions in this MOA are not a part of the MOA and shall have no effect upon the construction or interpretation of any part thereof.

6. **Severability.** If any term, covenant, or condition of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7. **Ambiguities.** The parties have each carefully reviewed this MOA and have agreed to each term of this MOA. No ambiguity shall be presumed to be construed against any other party.

8. **Governing Law.** This MOA has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

9. **Records.** All parties shall have access to administrative information related to the obligations incurred hereunder. The Cities will provide, upon request from the Probation Department, any and all records and documents concerning the activities of the accounts related to this Agreement. The parties acknowledge and agree that the County Auditor and/or the County's external auditors shall have access to any and all records, documents, and information related to this Agreement.

10. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the Probation Department at:

James E. Salio, Chief Probation Officer
San Luis Obispo County Probation Department
1730 Bishop Street
San Luis Obispo, CA 93401

and to the Cities, respectively, at:

City of San Luis Obispo
City Manager
919 Palm Street
San Luis Obispo, CA 93401

City of Arroyo Grande
City Manager
300 East Branch Street
Arroyo Grande, CA 93420

City of Grover Beach
City Manager
154 S Eighth Street
Grover Beach, CA 93433

City of Pismo Beach
City Manager
760 Mattie Road
Pismo Beach, CA 93449

City of Atascadero
City Manager
6907 El Camino Real
Atascadero, CA 93422

City of Morro Bay
City Manager
595 Harbor Street
Morro Bay, CA 93442

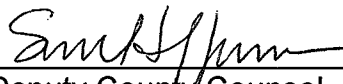
City of Paso Robles
City Manager
1000 Spring Street
Paso Robles, CA 93446

IN WITNESS THEREOF, the Probation Department and the municipal law enforcement agencies have executed this Agreement on the day(s) and year herein below set forth.

**COUNTY OF SAN LUIS OBISPO
PROBATION DEPARTMENT**

By: _____ Date: _____
JAMES SALIO
Chief Probation Officer

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL, County Counsel

By:  Date: 7/8/13
Deputy County Counsel

CITY OF SAN LUIS OBISPO

By: _____ Date: _____
KATIE LICHTIG
City Manager

CITY OF ARROYO GRANDE

By: _____ Date: _____
STEVE ADAMS
City Manager

CITY OF GROVER BEACH

By: _____ Date: _____
BOB PERRAULT
City Manager

CITY OF PISMO BEACH

By: _____ Date: _____
JAMES LEWIS
City Manager

CITY OF ATASCADERO

By: _____ Date: _____
RACHELLE RICKARD
City Manager

CITY OF MORRO BAY

By: _____ Date: _____
ANDREA LUEKER
City Manager

CITY OF PASO ROBLES

By: _____ Date: _____
JIM APP
City Manager